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AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS
and the
BAY SHORE ADMINISTRATORS' ASSOCIATION
of the
BAY SHORE UNION FREE SCHOOL DISTRICT
July 1, 2005 to June 30, 2010

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

28

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1.0 PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Superintendent of Schools and the administrative employees (hereinafter called "Administrators") of the District, represented by the Bay Shore Administrators' Association, (hereinafter called "Association"), the District and the Association enter into this Agreement.

2.0 RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining agent and representative for all administrative personnel in the Bay Shore School District, who are not designated as managerial and confidential. The professional positions incorporated in such recognition include:

Senior High School Principal
Middle School Principal
Elementary School Principals
Secondary Assistant Principals
Elementary Assistant Principals
Instructional Supervisors
Executive Directors
Directors

3.0 ASSOCIATION RIGHTS

3.1 Building Use:

In accordance with State Education Law and Board of Education Policy as listed in the Administrative Manual for such use, upon notice of one school day, the Association shall have the right to use classroom and public areas of school buildings outside the scheduled work day, on days when school is or is not in session, when such use shall not conflict with education uses or prior scheduled events, and shall not result in any incremental cost to the District.

3.2 Equipment Use:

The Association will be permitted to use school typewriters, copying machines or other duplicating machines, audiovisual equipment and other equipment relating to the on-going business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use the Association will provide their own materials.

3.3 Dues Deduction:

The District shall deduct from the salary of each administrator, who so authorizes in writing, on the form annexed hereto as Appendix A, dues as certified by the Bay Shore School

Administrators' Association and shall promptly transmit such deductions to the authorized Association.

3.3.1 Dues Deduction List:

After the first submission of the dues deduction list, such list may be modified for the unit's members one additional time, in any school year, after notice to the District.

3.4 Resolving Questions:

In the interest of resolving questions that may arise during the period covered by this Agreement, representatives of the parties to this Agreement shall meet as the need arises, which shall be determined as mutually agreed, for the purpose of exchanging information and discussion of problems which may arise under or affect rights of the parties to this Agreement or of individuals covered under this Agreement. This procedure shall be a condition precedent to the commencement of any other procedure or remedy provided in any other section of this Agreement.

3.5 Conducting Association Business

The Association Officers or their designees shall be permitted to conduct Association business during the regular school day hours providing such business does not interfere with the normal operations of their respective schools. The Superintendent reserves the right to prohibit the conduct of Association business during the regular school day if the rights granted hereunder have been abused.

3.6 Distribution Of Agreement:

The District shall provide copies of this Agreement and distribute a copy to each member of the Association.

4.0 ADMINISTRATORS' PROTECTION AND BUILDING DISCIPLINE

4.1 Legal Protection:

In the exercise of their responsibilities, Administrators will be provided with the legal protection consistent with the applicable regulations of the Commissioner. Education Law Sections 3023 and 3028, Civil Service Law and written Board Policy.

4.2 Reporting Cases Of Assault:

Any Administrator shall immediately report all cases of alleged assault, arising out of and within the scope of his or her employment as a school administrator, to the Superintendent and report the incident in writing within forty-eight (48) hours, except in extenuating circumstances. The Superintendent or his or her representative shall acknowledge to the administrator receipt of such written report within forty-eight (48) hours whenever practical or as soon thereafter as may be possible.

4.3 Legal Expenses:

Nothing herein contained shall limit the right of the administrator to engage, at his or her own expense, an attorney or attorneys in addition to the attorney or attorneys retained by the Board to act in any Civil or Criminal proceeding arising out of disciplinary action.

4.4 Physical Assault:

If a physical assault on an administrator occurs while the administrator is acting within the scope of his or her employment, and the physical assault results in lost time to the administrator, the District will:

4.4.1 Worker's Compensation :

Following the statutory waiting period, as defined by Workers' Compensation regulations pay the administrator in full for such lost time without deduction against accumulated sick leave, up to a period of twelve (12) months, provided the administrator turns over to the District any monies collected under Board disability and/or Workers' Compensation Plan.

4.4.2 Pay For Medical Services :

Pay for all necessary medical, surgical or hospital services not to exceed maximum of \$10,200 incurred as a result of said physical assault, over and above the medical, surgical or hospital services paid for by insurance plans of which the administrator is assured.

4.4.3 Payment Of Benefits :

Nothing herein is intended to limit or otherwise diminish or impair any benefit payable under existing insurance policies. It is the intent of the parties that the benefits described above shall be paid only in the event that the benefits provided under medical, surgical or hospital insurance plans are exhausted or are insufficient to meet the medical, surgical or hospital costs incurred as a result of a physical assault.

4.4.4 Guarantee Of Rights Under Law :

Nothing herein shall diminish nor deprive any member of any rights which the member possesses under the law.

4.5 Viewing File Material :

No material critical of an administrator shall be placed in his/her file unless the administrator shall first have an opportunity to read the material. The administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not indicate agreement with its contents.

4.5.1 Responding To File Material:

The administrator shall have the right to respond in writing to any material placed in his or her file and such response shall be attached to the file copy.

4.5.2 Complaints:

Notwithstanding the above, no anonymous complaints shall be placed in an administrator's file, nor shall the files contain any other complaints, which after investigation by the Superintendent have been found to be baseless.

4.5.3 Representation:

The administrator may choose to have representation at the above-mentioned investigation.

5.0 NEGOTIATING PROCEDURES

5.1 Successor Agreement

Negotiations for a successor Agreement shall be commenced at any time upon mutual consent of both parties. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1 nor later than December 1, except by mutual consent.

5.2 Good Faith:

Prior to the first formal negotiating session, a good faith effort shall be made by both parties to the successor Agreement in making the other side aware of their negotiating proposals and posture.

5.3 Designation Of Negotiating Team:

The Board and the Association shall each designate their own negotiating team which shall consist of a chief spokesperson and such other persons as deemed appropriate. Collective negotiations between the Superintendent and the Association shall be conducted only by the designated teams and only in executive session.

5.4 School Budget Access:

The Association shall have access to the school district budget then in existence and other financial data which has been published, as the same is required by the Public Information Law or other laws of the State of New York.

6.0 RESPONSIBILITIES OF ADMINISTRATORS

6.1 Job Description Changes:

No change shall be made in any Unit job description without prior notice to the Association. The Association may request a meeting with the Superintendent to discuss the changes, which meeting shall be promptly scheduled by the Superintendent.

7.0 WORK YEAR AND VACATIONS

7.1 Work Year

All administrators covered by this Agreement shall be assigned a work year of twelve (12) months.

7.2 School Calendar

The Administrative Council shall be consulted on the school calendar prior to adoption and on any subsequent modifications, except for emergency changes.

7.3 Vacation Days

All members of the unit shall be entitled to thirty five (35) working days of vacation in each contract year. These days shall be in addition to District approved holidays. Sick days or other days of absence are provided under other sections of this Agreement.

7.3.1 Vacation Accrual

Vacation days shall be accrued at the rate of three days per month for the first eleven months of the year and two days for the final month.

7.3.2 Vacation Schedule - New Members

Notwithstanding any other provisions of this Article, a member of the unit newly appointed between July 1 and September 1 will be credited with ten (10) vacation days which may be used during that contract year; a member newly appointed to the unit between September 1 and January 1 will be credited with five (5) vacation days which may be used during the contract year. In either of the aforementioned situations, the individual must first work at least four (4) months in the administrative position before utilizing the vacation days.

7.3.3 Utilization Of Vacation:

All vacation time must be utilized during the year following its accrual (after June 30). Up to ten days of said accrued vacation may be carried over to the following year and be used during that year subject to the discretion of the Superintendent. In addition, each administrator may elect to "bank" up to a total of ten (10) additional vacation days which may only be taken during the year of resignation or retirement. In either event, the administrator will be expected to notify the Superintendent and receive his or her approval prior to the expiration of the school year. Upon separation from the District, unused carry-over and bank vacation days shall be reimbursed at the rate of 1/220th.

7.3.4 Scheduling Vacation

It will be expected that all members of the unit will, under normal circumstances, take this vacation allotment during the summer between the period beginning one week after the close of school in June and ending two (2) weeks prior to the opening of school in September. Remaining days of vacation may be taken during the recess periods. The Superintendent retains the right to designate a recess period as a general work period if notice is given to the membership following consultation with the Association prior to July 1 of that year, unless a later date is mutually agreed upon by both parties.

7.3.5 Vacation During School

Building administrators normally will not be permitted to take vacation time on days when school is in session. However, under extraordinary conditions and with the express prior permission of the Superintendent, vacation may be approved on school days.

7.3.6 Notification Of Vacation

It is the responsibility of each member, individually or through the building principal, to notify in writing the Superintendent of his or her intention to take vacation time during the summer, specifying the dates, on or before June 1. Changes may be made by mutual agreement. Requests from assistant principals must be endorsed by the principal. The Superintendent may deny a request only if the member's work schedule or obligations mandate his or her attendance. Any such denial will not reduce the member's entitlement to the maximum vacation allotment for the year.

8.0 THE WORK DAY

It is recognized by both parties to this Agreement that, as a matter of principle, rigid time limits set upon an individual's performance when carrying out responsibilities assigned to an administrators' position can be self-defeating. The nature of the administrator's role requires a flexible commitment of time and energy above and beyond that which is required in general of other employees in the District. Accordingly, administrators are subject to performing all their duties and obligations, including those which are required by the District in order to meet responsibilities to the administration, other staff members, parents and children. Subject to the requirements established above, the administrator is normally expected to work an eight hour day. Flexibility for the employee to alter the regular workday shall be arranged after consultation with the immediate supervisor.

8.1 Mileage Allowance:

Each administrator will receive an annual mileage allowance of \$750 as reimbursement for expenses incurred for attendance at evening and school-related activities and meetings within Nassau, Suffolk and Westchester counties and New York City.

9.0 LEAVES AND ABSENCES

9.1 Leaves and/or Absences

Leaves and absences with or without pay shall be available under conditions described below. Such leaves and absences shall be used only for the specific purposes stated. The District reserves the right to determine whether the request for leave or absence meets the criteria set forth. Except for sick leave or other statutory leaves, the Superintendent may approve or disapprove a request, and, if approved, determine the duration of permissible absence.

9.2 LEAVES WITH PAY

9.2.1 Sick Leave:

Up to fifteen (15) days of absence may be used each year for a member's personal illness, injury or medical treatment. Any of these days which are not used for this purpose may accumulate without limit from year to year. On the first day of each year the member will be credited with his or her number of accumulated days from prior years, if any, and an additional fifteen (15) days for the current year.

9.2.1.1 Extension Of Sick Leave:

The District may, at its sole discretion, award extended sick leave for prolonged illness or injury for a period not to exceed 220 work days in the event a member has exhausted all credited sick leave.

9.2.2 Sick Leave/No School:

If a member is on sick leave when schools are closed due to weather conditions or other emergencies not requiring the presence of administrators as determined by the Superintendent, the member shall not have said day(s) deducted from the sick leave allowance.

9.2.3 Personal And Emergency Absence:

Members may be absent for a total of not more than ten (10) work days per year when such absence is required for emergencies or for personal business or other commitments which are beyond the ability of the member to schedule so as not to conflict with work time. Although not limited to these, the common reasons for such absence are: Funerals, serious illness in the immediate family, accidents, bereavement, ceremonies (graduations, weddings, confirmations), moving, birth or adoption of a child, religious observance, legal or personal business obligations and court appearance. Effective July 1, 1986, after an administrator uses one personal day it is within the Superintendent's discretion to request the reason for his/her taking additional personal days.

9.2.3.1 Extension Of Absence:

Extension beyond the ten (10) days specified for personal and emergency absence may be granted by the Superintendent in his or her sole discretion.

9.2.3.2 Jury Duty/Court:

Absence for jury duty or court appearance on behalf of the District shall not be considered a personal or emergency absence.

9.3 Leaves Without Pay:

Members may be granted short or long-term leaves without pay for a period of up to one full year for purposes of study, work in another occupation or in another administrative title in Bay Shore, health, child care, personal or family obligations or other reasons approved by the Superintendent. The needs of the District shall be considered of major importance in granting such leaves.

9.3.1 Extension Of Leave:

A member may request an extension of leave beyond one year and such request shall be considered if it is presented to the Superintendent in adequate time to plan properly for continued replacement of the member.

9.3.2 Continuation Of Insurance Coverage:

While on extended leave of absence without pay, members shall be permitted to continue any insurance coverage or benefits which may be provided in this Agreement as may be permitted by the carrier through payment of all costs.

9.3.3. Reinstatement Of Benefits:

Upon return from extended leave of absence without pay the member will have fully reinstated all benefits and continuation of seniority, except that the period of absence shall not be considered as a period of service for seniority or salary advancement.

10.0 COMPENSATION

10.1 Salary Schedules:

Members of the unit will be paid according to the schedules applicable to each position title which appear in Appendix A-1, A-2, and A-3.

Beginning with the 1991-92 year, and thereafter the difference between the sum of the doctoral column maximum on the teachers' schedule, plus the X schedule, (D column maximum), and the maximum of the directors'/secondary assistant principals' column shall not be less than the dollar differential for the years ending June 30, 1991. This established difference is and shall be \$646. Other steps and columns will be adjusted to maintain this percentage differential as reflected in the schedule.

10.2 Initial Appointment And Steps:

A newly appointed or promoted administrator shall be placed on a step of the applicable scale for the position at the sole discretion of the District. Prior service in the same type of position will normally be recognized for advanced step placement. After the initial year of service, if begun prior to January 1, the member will advance one step for each year of service in the position.

10.3 Career Increments:

In recognition of long service, increments shall be added to the maximum salaries of each scale for administrators. Up to three years of military service shall be allowed as equivalent service. Non-cumulative career incremental steps are:

Year 16	\$1600
Year 17	\$3800
Year 18 & above	\$6300

10.4 Deductions And Additional Payments:

In the event that any member must forfeit salary for days of work lost or is entitled to additional payments, such as in the case of vacation pay entitlement upon retirement, termination such deduction or additional payment shall be calculated at the rate of 1/220 per day.

10.5 In-Service Course:

Administrators who elect or are asked to instruct an in-service course will be compensated at the prevailing BOCES rate.

11.0 BENEFITS

11.1 Insurance Benefits

Effective July 1, 2005, the parties agree that the District shall assume 88% of the family or individual premium for those unit members covered under the District's health insurance program. Effective July 1, 2006, and henceforth, the parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program.

Effective July 1, 2005, for any member who retires during the 2005-06 school year, the District shall assume 94% of family or individual premium of the retiree medical premium. Effective July 1, 2006, and henceforth, for any member who retires, the District shall assume 92.5% of the family or individual premium of the retiree medical premium.

11.2 Group Excess Medical Insurance:

The District shall pay the full cost for "Group Excess Medical Insurance" coverage during the member's active service. Retired members may continue this benefit at their own option and at their own cost, if approved by the carrier.

11.3 Dental Insurance:

The District shall pay the full premium for each Association member of a mutually acceptable dental insurance plan.

11.4 Term Life Insurance:

The District shall provide a fully paid group term life insurance policy covering each member of the Association in the amount of \$100,000 and the members may participate at their own expense in a group policy of any amount determined by the Association and their carrier.

11.5 Disability Insurance Plan:

The District will contribute in full annually for the full premium for a disability insurance plan for the members of the unit. Said insurance plan shall be selected and effected by representatives appointed by the Association and the District and is subject to the approval of the Board of Education.

11.6 Split Life Insurance:

An annual sum of \$2000 per administrator will be made available for the purchase of split life insurance or equivalent cost available insurance for each administrator. Payment for such policy shall remain in effect for a maximum of ten years for each administrator.

11.7 Reimbursement Of Costs:

The District shall reimburse administrators for reasonable costs of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation, and any clothing or other personal property damaged, destroyed or stolen while the administrator was acting in the discharge of his/her duties within the scope of his or her employment or while the administrator was disciplining or restraining a student or students, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his or her duties within the scope of his or her employment, to a maximum of Seven Hundred Fifty (\$750.00) dollars total per year.

11.8 Vision Care And Physical Examinations:

A maximum of \$325 will be allowed to each member of the unit for either biennial physical examination or vision care or combination thereof. It is understood that such total shall be available within a two-year period, but neither unused balances nor overuse may be carried forward to a second two-year period. The new two year cycle will begin July 1, 2005.

11.9 Vandalism Damage Compensation:

The District shall establish a fund of \$3000 to compensate administrators for vandalism damage to their cars while parked in the District parking facilities. To be eligible for reimbursement, the administrator must make application to the Superintendent of Schools or his/her designee and provide:

- (1) Proof that a report was filed with the police;
- (2) Proof that the damage did occur on school parking facilities;
- (3) At least two (2) estimates for the damage repairs;
- (4) Independent verification from one's insurance agent or broker disclosing whatever personal insurance is available.

The District will only reimburse a claim for the amount not covered by the administrator's own insurance. The Superintendent or his/her designee and the President of the Association, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be returned to the District General Fund and a new fund of \$3000 shall be established on July 1. It is understood that the \$3000 is an aggregate, not per claiming amount.

12.0 VACANCIES

12.1 Vacancy Announcement Notice:

The District shall give written notice to each Association member of any vacancy which occurs in any existing administrative or supervisory positions or which occurs as the result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain:

- A description of the position to be filled.
- Qualifications for the position.
- Appropriate salary range.
- Procedure for application

12.2 During Vacation Or Recess Periods:

Notice shall be deemed sufficient if sent via interschool mail to the Association members on file. If a member is on vacation, notice mailed to the President of the Association shall be deemed sufficient.

12.3 Application Consideration:

Applications filed by internal candidates who are members of the unit, will be given equal consideration with any other candidates who may be considered. Whenever it is determined that an internal candidate does not meet the qualifications and requirements of said position, the applicant shall be advised as soon as possible that he or she is no longer being considered for such position. The above notwithstanding up to five members of the Unit who apply shall be included as finalists for any administrative or supervisory vacancy.

13.0 JOB SECURITY

13.1 Elimination Of Position:

In the event of a determination by the Board of Education that any administrative position is to be eliminated, the Association and individual unit member shall be notified no later than

ten (10) months prior to the effective date of the elimination. A shorter period of prior notification may prevail with mutual agreement between the District and the Association.

14.0 PROFESSIONAL DEVELOPMENT

14.1 Professional Development:

A professional development fund of \$30,000 shall continue through June 30, 2010.

14.2 Purpose Of P.D. Fund:

The purpose of the Fund is to improve the effectiveness of members of the unit in their present positions or to prepare them for promotional positions to which they might possibly be appointed in the District. It is not intended to prepare members for employment elsewhere nor to improve skills or knowledge not directly applicable to present or future responsibilities as Bay Shore administrators.

14.3 Payment Of P.D. Fund:

The fund may be used to pay directly or through reimbursement the cost for conferences, workshops, seminars, visits to other schools and agencies, educational travel, Professional Publications, professional dues to Professional organizations and, under conditions described below, for tuition and leaves of absence.

14.4 Use Of Fund:

Proposals for use of the Fund shall clearly state the specific plan for the activity, time(s) and place(s), and the benefit to be derived by the District and the individual.

14.4.1 Proposals:

Proposals may be submitted by any member of the Association except those who have declared their intention to retire or resign from the District. Any member who receives funds under this article who retires or resigns within twelve (12) months of completion of the activity may be required to reimburse the District for all or part of the funds.

Proposals may be submitted at any time to a Committee composed of two (2) members of the Association appointed by the membership (President), and two representatives appointed by the District. There shall be no chairperson of the Committee, but a member of the Committee shall coordinate receipt of proposals, call meetings and present for the Committee recommendations to the Superintendent. Action of the Committee requires a majority vote, i.e. three or the four members. If a proposal is submitted by one of the two Association members serving on the Committee, the President shall designate an alternate member to replace said member for action on that particular proposal.

Proposals for unanticipated activities may be submitted to the committee at any time, ten regularly scheduled meetings will be held each year as needed from September to June prior to which it is expected members will submit all proposals which can be anticipated for the ensuing semester(s).

All proposals and the Committee's recommendations shall be forwarded by the Committee to the Superintendent. The Superintendent retains in his or her sole discretion the right to

reverse any decision of the Committee, but shall, if she or he does so, convey to the Committee and to the proposal submitted his or her reasons for doing so.

14.5 Leaves Of Absence:

Activities described above are of such nature to require limited loss of time from the District, i.e., normally not in excess of five (5) school days. In the event absences of longer duration, either full or part time, are necessary and approved by the Committee and Superintendent, arrangements shall be made by the District using District funds to cover the duties either totally or in part of the absent member.

14.6 Tuition:

The Fund may be used to reimburse members for tuition only, for graduate, undergraduate or in-service courses which are of direct benefit to the member in the discharge of his or her current duties. To be eligible, the member must successfully complete the course, (i.e., a passing grade). Because of competing proposals, the Committee may reject funding, recommend partial funding or full funding.

14.7 Absence For Professional Development Activities:

Absence from the member's assigned duties for any professional development activities approved under this Article shall not result in any loss of salary, seniority, or other benefits unless, because of unusual circumstances, agreement to the contrary is reached by the District, the individual and the Association.

14.8 Awards:

Awards under this Article received in previous years of length of service shall not prejudice a member's proposal in the current year.

15.0 TRANSFERS

A transfer is the reassignment of an individual to another position within the same tenure area.

15.1 Notice Of Transfer:

Except in an emergency or unusual circumstance, individuals must be informed in writing twenty (20) days prior to a transfer. Notice shall include the reasons for the transfer.

15.2 Involuntary Transfer:

An involuntary transfer or reassignment shall be made only after a meeting between the members involved and the administrator in charge, at which time the member will be notified of the reasons. In the event that member objects to the transfer or reassignment at the meeting, upon the request of the member within six (6) school days he or she may meet with the Superintendent. If still dissatisfied, he or she may request the Association to arrange a meeting of the member, the Association's representative and the Superintendent to discuss the matter. The Association shall arrange such a meeting within ten (10) school days after the member's meeting with the Superintendent.

15.3 Salary Policy (Involuntary Trans.):

In the event that an involuntary transfer is effectuated, the transferred member shall continue to receive no less than the salary he or she was scheduled to receive before the transfer. This policy shall continue in effect until the salary schedule for the new position will give him/her an equivalent or higher salary.

16.0 TERMINAL LEAVE

16.1 Eligibility

The District shall offer terminal leave payment to eligible members who have completed 10 years of service to the District. Payment shall be made upon service or disability retirement. To be eligible, a member must give notice of retirement by September 1 of the school year of his/her retirement and must retire effective July 1. The 10 month prior notice for service retirement is waived for disability retirement.

16.2 Payment

A member who meets the eligibility requirements shall receive payment for unused sick time. The first 75 days of unused sick time will be paid at a per diem rate of 1/220th of annual salary and the remaining days at the rate of \$200 per day. The sum total of payment shall not exceed \$75,000.

The terminal leave shall be in the form of a one-time, non-elective, non-discretionary, employer contribution.

The employer contribution as specified above shall be contributed to the provider selected by each eligible retiring unit member to receive employer contributions. If the employee does not designate a 403(b) account which can receive an employer non-elective contribution, the Employer shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the Bay Shore Union Free School District.

Notwithstanding the amount of the non-elective employer contribution for each school year set forth above, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the Code. In the event that the aggregate employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.

No employee may receive cash in lieu of or as an alternative to any employer non-elective contribution(s).

All non-elective employer contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the employee's retirement date, but no later than as otherwise required by applicable law.

16.3. Estate

In the event an eligible member, having given the District in proper form his or her notice of intent to retire, dies prior to his/her intended retirement date, the balance of retirement incentive funds due the member will be paid over to the member's estate representative.

17.0 GRIEVANCE PROCEDURES

17.1 Grievance

"Grievance" is a claim by a member of the unit or the Association which represents the unit based upon a claimed violation of an express provision of this Agreement.

The term "grievance" shall also include a claimed misinterpretation or misapplication under the law, regulation or policy which relates to or involves an administrator. However, such grievances under this provision may only be processed through Stage 2 of this grievance procedure and shall not be arbitrable.

"Chief Executive Officer" means the Superintendent of Schools.

"Grievant" means any party named in a grievance who is an aggrieved party.

"Party of Interest" means any party named in a grievance who is not the aggrieved party.

"Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

17.2 Stage I: Immediate Supervisor - Informal

A member having a grievance will discuss it with his/her immediate supervisor either directly or through an Association representative with the objective of resolving the matter informally by having the immediate supervisor confer with all the parties in interest. (If the member's immediate supervisor is the Superintendent of Schools, the grievance shall be initiated at Stage 2 hereof).

17.3 Stage 2: Immediate Supervisor - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent of Schools. Within twenty (20) school days after the written grievance is presented: the Superintendent will schedule and enter into further consultation with the aggrieved party, or any party in interest, render a written decision within twenty (20) days following such consultation, and present it to the grievant. In addition, both parties are permitted to bring in for consultation persons having information.

17.4 Stage 3: Arbitration

After such hearing, if either the grievant or Association is not satisfied with the decision of the Superintendent rendered at Stage 2, the Association may submit the grievance to arbitration, pursuant to the Rules for Voluntary Grievance Arbitration of the New York State Public Employment Relations Board, by written notice to the District within twenty-five (25) days after the Superintendent shall have given notice of his/her decision to the grievant and the Association.

17.4.1 Arbitrator Actions:

The arbitrator will hear the matter promptly and will issue the decision at the earliest possible date from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.

Any remedy, if awarded, shall not be inconsistent with the Agreement nor contrary to law. However, the arbitrator shall be without power and authority to make any decision or recommendations:

Contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

Involving Board discretion or Board policy under the provisions Agreement, except that he/she may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law and rules and regulations having the force and effect of law.

The decision of the arbitrator shall be final and binding on all parties.

The cost for services of the arbitrator and the fees charged by the American Arbitration Association shall be borne equally by the parties. Each party, however, shall bear the expenses of its representatives, witnesses and counsel.

Either party shall have the right to request that a stenographic transcript be made of arbitration proceeding. However, the cost of said transcript shall be borne by the party requesting same, unless both parties agree to share the cost thereof.

17.5 Rules Of Procedure:

All grievances shall include the name and position of the grievant, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

17.5.1 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefor. Each decision when rendered shall forthwith be transmitted to the grievant, the parties in interest, if any, and the President of the Association.

17.5.2 The preparation and processing of grievances, shall not normally be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.

17.5.3 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken at any time by the Board or by any member of the Board or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

17.5.4 Forms necessary for filing grievance, serving notices, taking appeals, and making reports and recommendations, and other necessary documents shall be approved by both parties. The District will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.

17.5.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 Time Limits:

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

17.6.1 Every grievance will be deemed waived unless the grievance is presented in writing at the second stage within seventy (70) days after the member knew or should have known of the act or condition on which the grievance is based.

17.6.2 The time for any party to a grievance who is entitled to appeal any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of such service is late or whether it has been duly served on any other party entitled to notice thereof.

17.6.3 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

17.6.4 In the event a grievance is filed on or after June 1st, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

17.7 Nothing provided for above in this article shall diminish nor deprive any member of any rights which the member possesses under the law.

18.0 MANAGEMENT RIGHTS:

Except as expressly set forth herein, the Board of Education, Superintendent of Schools and District retain their full authority in all respects, to manage, supervise and control the Bay Shore Union Free School District. This contract, unless expressly limiting such authority, shall not be interpreted to diminish, impair, limit or in any way affect the exercise of said retained authority.

19.0 NO STRIKE PLEDGE:

19.1 The Board and the Association recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and the Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.

19.2 The Association affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

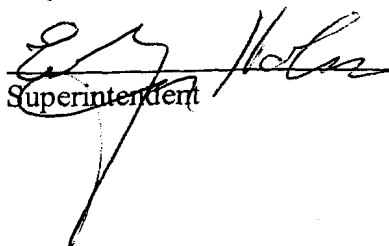
19.3 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

20.0 TERM OF AGREEMENT


This Agreement shall take effect on July 1, 2005 and shall remain in full force and effect through June 30, 2010.

IN WITNESS WHEREOF, the above Agreement has been made and executed this the 9th day of August 2005

Bay Shore Union Free School District


Superintendent 8/9/05
Date

Bay Shore School Administrators Association


President 8/9/05
Date

YEAR 1: 2005-2006

	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Direct. & Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>Exec.Dir. & MS Prn</u>	<u>SHS Prn</u>
Step 1	66,321	70,138	79,680	89,431	95,637	98,297
Step 2	70,754	74,569	84,113	93,861	100,063	102,722
Step 3	75,186	79,001	88,544	98,294	104,493	107,153
Step 4	79,615	83,432	92,976	102,722	108,925	111,586
Step 5	84,048	87,864	97,407	107,154	113,355	116,013
Step 6	88,478	92,295	101,839	111,586	117,785	120,444
Step 7	92,910	96,726	106,270	116,013	122,219	124,872
Step 8	97,341	101,156	110,696	120,444	126,646	129,302
Step 9	101,773	105,587	115,128	124,872	131,074	133,737
Step 10	103,988	107,804	117,343	127,088	133,291	135,950
Step 11	106,204	110,019	119,560	129,302	135,508	138,166
Step 12	108,419	112,232	121,774	131,518	137,722	140,382
Step 13	110,633	114,448	123,991	133,733	139,938	142,594
Step 14	112,850	116,665	126,205	135,948	142,154	144,810
Step 15	115,065	118,877	128,420	138,166	144,368	147,028

YEAR 2: 2006-2007

	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Direct. & Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>Exec.Dir. & MS Prn</u>	<u>SHS Prn</u>
Step 1	68,908	72,873	82,788	92,919	99,367	102,131
Step 2	73,513	77,477	87,393	97,522	103,965	106,728
Step 3	78,118	82,082	91,997	102,127	108,568	111,332
Step 4	82,720	86,686	96,602	106,728	113,173	115,938
Step 5	87,326	91,291	101,206	111,333	117,776	120,538
Step 6	91,929	95,895	105,811	115,938	122,379	125,141
Step 7	96,533	100,498	110,415	120,538	126,986	129,742
Step 8	101,137	105,101	115,013	125,141	131,585	134,345
Step 9	105,742	109,705	119,618	129,742	136,186	138,953
Step 10	108,044	112,008	121,919	132,044	138,489	141,252
Step 11	110,346	114,310	124,223	134,345	140,793	143,554
Step 12	112,647	116,609	126,523	136,647	143,093	145,857
Step 13	114,948	118,911	128,827	138,949	145,396	148,155
Step 14	117,251	121,215	131,127	141,250	147,698	150,458
Step 15	119,553	123,513	133,428	143,554	149,998	152,762

YEAR 3: 2007-2008

	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Direct. & Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>Exec.Dir. & MS Prn</u>	<u>SHS Prn</u>
Step 1	71,664	75,788	86,100	96,636	103,342	106,216
Step 2	76,454	80,576	90,889	101,423	108,124	110,997
Step 3	81,243	85,365	95,677	106,212	112,911	115,785
Step 4	86,029	90,153	100,466	110,997	117,700	120,576
Step 5	90,819	94,943	105,254	115,786	122,487	125,360
Step 6	95,606	99,731	110,043	120,576	127,274	130,147
Step 7	100,394	104,518	114,832	125,360	132,065	134,932
Step 8	105,182	109,305	119,614	130,147	136,848	139,719
Step 9	109,972	114,093	124,403	134,932	141,633	144,511
Step 10	112,366	116,488	126,796	137,326	144,029	146,902
Step 11	114,760	118,882	129,192	139,719	146,425	149,296
Step 12	117,153	121,273	131,584	142,113	148,817	151,691
Step 13	119,546	123,667	133,980	144,507	151,212	154,081
Step 14	121,941	126,064	136,372	146,900	153,606	156,476
Step 15	124,335	128,454	138,765	149,296	155,998	158,872

YEAR 4: 2008-2009

	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Direct. & Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>Exec.Dir. & MS Prn</u>	<u>SHS Prn</u>
Step 1	74,602	78,895	89,630	100,598	107,579	110,571
Step 2	79,589	83,880	94,615	105,581	112,557	115,548
Step 3	84,574	88,865	99,600	110,567	117,540	120,532
Step 4	89,556	93,849	104,585	115,548	122,526	125,520
Step 5	94,543	98,836	109,569	120,533	127,509	130,500
Step 6	99,526	103,820	114,555	125,520	132,492	135,483
Step 7	104,510	108,803	119,540	130,500	137,480	140,464
Step 8	109,494	113,787	124,518	135,483	142,459	145,447
Step 9	114,481	118,771	129,504	140,464	147,440	150,436
Step 10	116,973	121,264	131,995	142,956	149,934	152,925
Step 11	119,465	123,756	134,489	145,447	152,428	155,417
Step 12	121,956	126,245	136,979	147,940	154,918	157,910
Step 13	124,447	128,737	139,473	150,432	157,412	160,398
Step 14	126,941	131,233	141,963	152,923	159,904	162,892
Step 15	129,433	133,721	144,454	155,417	162,394	165,386

YEAR 5: 2009-2010

	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Direct. & Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>Exec.Dir. & MS Prn</u>	<u>SHS Prn</u>
Step 1	77,773	82,248	93,439	104,873	112,151	115,270
Step 2	82,972	87,445	98,636	110,068	117,341	120,459
Step 3	88,168	92,642	103,833	115,266	122,535	125,655
Step 4	93,362	97,838	109,030	120,459	127,733	130,855
Step 5	98,561	103,037	114,226	125,656	132,928	136,046
Step 6	103,756	108,232	119,424	130,855	138,123	141,241
Step 7	108,952	113,427	124,620	136,046	143,323	146,434
Step 8	114,147	118,623	129,810	141,241	148,514	151,628
Step 9	119,346	123,819	135,008	146,434	153,706	156,830
Step 10	121,944	126,418	137,605	149,032	156,306	159,424
Step 11	124,542	129,016	140,205	151,628	158,906	162,022
Step 12	127,139	131,610	142,801	154,227	161,502	164,621
Step 13	129,736	134,208	145,401	156,825	164,102	167,215
Step 14	132,336	136,810	147,996	159,422	166,700	169,815
Step 15	134,934	139,404	150,593	162,022	169,296	172,415

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